

Wells, Daniel W

From: William Griffin <william@grieffinlossconsultants.com>
Sent: Thursday, September 22, 2022 2:19 PM
To: Wells, Daniel W
Cc: Jack Patel; clay.beach@mlbins.com; Zach Baker; gheath@merlinlawgroup.com
Subject: Re: [External] Claim # FEF9077

We did agree to your terms and conditions so the matter could be resolved.

You are mistaken

The provision allows either of us to address coverage issues later.

Not a problem

On Thu, Sep 22, 2022, 12:10 PM Wells, Daniel W <DWWELLS@travelers.com> wrote:

Mr. Griffin,

Given that you have still not unconditionally agreed to our appraisal terms, we have referred this matter to outside counsel who is prepared to draft a Memorandum of Appraisal ("MOA") that we will require to further proceed. Our outside attorney is:

Matthew S. Ponzi
FORAN GLENNON
222 N. LaSalle Street, Suite 1400
Chicago, Illinois 60601
Office: 312.863.5070
Email: mponzi@fgppr.com

Please have the insured's counsel contact Mr. Ponzi directly to discuss the MOA.

Thanks,

Dan Wells | General Adjuster | Business Insurance Major Case Unit
Travelers
W: 843.614.2202 F: 866.381.6247
Mailing Address: Travelers - P.O. Box 430 | Buffalo, NY 14240-0430

If further assistance is required, please contact my manager, Kevin Ledermann at klederma@travelers.com
To upload documents to your claim, please use this link: Claim Upload Center.

-----Original Message-----

From: William Griffin <william@grieffinlossconsultants.com>
Sent: Tuesday, September 20, 2022 5:39 PM
To: Wells, Daniel W <DWWELLS@travelers.com>; Jack Patel <jacksubway@gmail.com>; clay.beach@mlbins.com; Zach

Baker <zach@spartanpa.com>; gheath@merlinlawgroup.com

Subject: Re: [External] Claim # FEF9077

Dan,

The insured has agreed to your bifurcation methods as long as they comply with the contractual terms of the policy and the appraisal provision you put in the contract.

He stated that he does not waive any rights to object to the appraisal or its findings, both on this claim, the appraisal, and in all future claims, and he also does not waive any rights under the Policy or applicable law.

The insured agrees to your attendance as long as we are given timely notice and able to attend as well.

2. Appraisal

If we and you disagree on the value of the property or the amount of loss, either may make a written demand for an appraisal of the loss.

In this event, each party will select a competent and impartial appraiser. The two appraisers will select an umpire. If they cannot agree, either may request that selection be made by a judge of a court having jurisdiction. The appraisers will state separately the value of the property and amount of loss. If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will be binding.

Each party will:

- a. Pay its chosen appraiser; and
- b. Bear the other expenses of the appraisal and umpire equally.

Thanks,

On Tue, Sep 20, 2022 at 3:44 PM William Griffin <william@griffinlossconsultants.com> wrote:

>
> Daniel,
>
> What time is the end of business for you all today ?
>
> On Thu, Sep 15, 2022 at 8:34 AM Wells, Daniel W <DWWELLS@travelers.com> wrote:
>>
>> William,
>>
>>
>>
>> Please see the attached letter addressing the terms of the pending appraisal for Ambaji, Inc. Contact me if you have any questions.
>>
>>
>>
>> Thanks,
>>
>>
>>
>> Dan Wells | General Adjuster | Business Insurance Major Case Unit
>>
>> Travelers